

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:

**MIREYA MELENDEZ,
DEBTOR.**

**CHAPTER 13
CASE NO. 20-31980-KLP**

NOTICE OF FORBEARANCE AGREEMENT DUE TO THE COVID-19 PANDEMIC

Now comes PennyMac Loan Services, LLC ("Creditor"), by and through undersigned counsel, and hereby submits this Notice of Forbearance Agreement to the Court regarding the Debtor's request for mortgage payment forbearance based upon a material financial hardship caused by the COVID-19 pandemic.

The Debtor recently requested a forbearance period of 3 months in which the Debtor will not tender mortgage payments to Creditor that would come due on the mortgage starting with the April 1, 2020 payment through the payment due on June 1, 2020. Creditor, at this time, does not waive any rights to collect the payments that come due during the forbearance period after the forbearance plan ends. Furthermore, Creditor does not waive its rights under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect any post-petition escrow shortage. During the forbearance period Creditor may continue to file notices in compliance with Fed. Rule Bankr. P. 3002.1.

Because of the uncertainties surrounding how long this pandemic will last, Creditor will work with Debtor or Debtor's counsel to determine when Debtor will be able to resume making mortgage payments and when/how the Debtor will cure the delinquency created by the forbearance period ("forbearance arrears"). Once the forbearance plan ends and the Creditor and Debtor or Debtor's counsel agree on an appropriate repayment or loss mitigation program, Creditor will file a notice or an amended/supplemental claim consistent with local practice.

Creditor does not waive its rights to seek relief from the automatic stay for reasons other than non-payment of the forbearance arrears, including, but not limited to, a lapse in insurance coverage or non-payment of property taxes.

Respectfully submitted,
PennyMac Loan Services, LLC

By: **/s/JOHNIE R. MUNCY**

Eric D. White, Esquire, Bar No. 21346
Michael T. Freeman, Esquire, Bar No. 65460
Johnie R. Muncy, Esquire, Bar No. 73248
Nisha R. Patel, Esquire, Bar No. 83302
Samuel I. White, P.C.
1804 Staples Mill Road
Suite 200
Richmond, VA 23230
Tel.: (804) 290-4290
Fax: (804) 290-4298
jmuncy@siwpc.com

CERTIFICATE OF SERVICE

I certify that on May 27, 2020, the foregoing Notice was served via CM/ECF on Carl M. Bates, Trustee, and James E. Kane, Counsel for Debtor, at the email addresses registered with the Court, and that a true copy was mailed via first class mail, postage prepaid, to Mireya Melendez, Debtor, 8732 Wilmore Lane, Spotsylvania, VA 22553.

/s/JOHNIE R. MUNCY

Johnie R. Muncy, Esquire
Samuel I. White, P. C.